

## **Deca Vibrator Industries Inc. Master Contract for Sales of Goods and Services**

1. **Deca=s Business.** Deca Vibrator Industries Inc., an Illinois corporation (ADeca@) sells various industrial goods as a reseller or manufacturer (the AGoods@). Deca also provides the following AServices@: (a) Deca provides specifications, designs, drawings, installation, instructions, training, supervision, operation, maintenance, and repair regarding the Goods, and advice to select the Goods, (ii) Deca operates Goods for its customers, and (iii) Deca operates equipment furnished by its customers (ACustomer=s Equipment@) that do not comprise Deca=s Goods.

2. **General Terms and Conditions.** Each sale of Goods and each sale of Services by Deca to Customer is referred to herein as a ATransaction@. The provisions of this Master Contract shall apply to each Transaction. For each Transaction, the provisions of this Master Contract shall be supplemented by an AApplicable Quotation@, which shall contain additional provisions for that particular Transaction, as follows: (a) one or more written quotations from Deca to Customer pertaining to the Transaction and referring to this Master Contract, and (b) sometimes, other writings between Deca and Customer, which show their mutual consent to various provisions or conditions of the Transaction. ACustomer@, as used herein, shall be whoever is identified as Deca=s customer by the Applicable Quotation. If there is any conflict between this Master Contract and an Applicable Quotation, the provisions of this Master Contract shall govern, except as otherwise provided by a provision in the Applicable Quotation, which expressly states that such provision modifies this Master Contract. For each Transaction, this Master Contract and the Applicable Quotation are together referred to herein as the AApplicable Contract@. The date of a Transaction and the Applicable Contract for that Transaction shall be the date specified by the Applicable Quotation for that Transaction (the AEffective Date@).

3. **Integration and Entire Agreement.** Each Applicable Contract shall constitute a separate agreement between Deca and Customer. For each Transaction: (a) the Applicable Contract shall be deemed to contain and shall constitute the final, entire, and exclusive statement of the parties= agreement, terms, provisions, understanding, and arrangement regarding that Transaction, (b) the Applicable Contract shall supersede all prior and contemporaneous negotiations, representations, and agreements, if any, of any kind, whether electronic, written, or oral, between the parties regarding that Transaction, (c) Deca rejects and does not agree to terms submitted by Customer that differ from or are in addition to those contained within the Applicable Contract, (d) no action or conduct by or for either party, including sale, delivery, acceptance, rejection, or use of Goods, or the sale, provision, acceptance, or rejection of Services, is intended by either party, or shall be interpreted to indicate either party=s agreement or consent to any term or provision other than those set forth within the Applicable Contract, and (e) the Applicable Contract may not be explained or supplemented by the parties= course of dealing, the parties= course of performance, by usage of trade, or by industry custom. **CUSTOMER=S ACCEPTANCE OF DECA=S OFFER REGARDING A TRANSACTION IS EXPRESSLY LIMITED TO THE TERMS OF THE APPLICABLE CONTRACT.**

4. **Acceptance of Applicable Quotation.** Customer shall have 30 days to accept the Applicable Quotation by notice to Deca. Absent Customer=s acceptance notice, Customer shall be

deemed to have accepted an Applicable Quotation by placing an order for the Goods or Services, by accepting delivery of the Goods, or by permitting Deca to furnish or begin furnishing the Services, as applicable. Customer's express or deemed acceptance of an Applicable Quotation shall also constitute Customer's acceptance of all the provisions of this Master Contract.

5. **Errors in the Applicable Quotation.** Customer shall be solely responsible for all errors in an Applicable Quotation that Customer expressly accepted or is deemed to have accepted.

6. **Trial Units.** If the Applicable Quotation indicates that the Goods are trial units, Customer shall be deemed to have purchased those Goods if Customer does not return those Goods to Deca within the time period provided by the Applicable Quotation. The provisions of this Master Contract regarding returns of Goods shall apply to Customer's returns of the trial units.

7. **Delegate.** Deca may delegate its performance of all or any part of an Applicable Contract to any third party. Customer may not delegate its performance of an Applicable Contract.

8. **Delivery.** Deca alone shall select the method and carrier to deliver the Goods to Customer. All Goods shall be delivered F.O.B. Deca's facility. The date and time of a delivery shall be the date and time at which Deca tenders the Goods to the carrier. Customer shall be solely responsible for: (a) all delivery delays occurring on and after the date and time of the delivery, and (b) all loss of and damage to the Goods occurring from and after the date and time of the delivery. Customer shall pay Deca in full for the Goods within three days after Customer has knowledge or notice of the loss or damage to the Goods that occurred after delivery. The carrier's records shall conclusively resolve any dispute regarding the occurrence of a delivery.

9. **Deca's Delays.** All dates by which Deca shall provide the Goods and the Services, as indicated by the Applicable Quotation, are estimates. Deca shall use commercially reasonable efforts to timely provide the Goods and the Services. Customer's sole remedy for Deca's failure to use commercially reasonable efforts to timely provide those Goods or Services (A Deca's Delay) shall be to cancel the Transaction and the Applicable Contract by notice to Deca before Deca places the Goods with a carrier for delivery to Customer or before Deca begins providing the Services. Customer shall be deemed to have waived all claims and remedies for Deca's Delay absent Customer's timely cancellation of the Transaction and the Applicable Contract and instead, Customer shall be bound by the Applicable Contract for that Transaction.

10. **Withholding Goods and Services.** If Customer owes Deca an amount for any Transaction, Deca may delay delivering Goods and providing Services, whether or not they pertain to the Transaction for which Customer owes Deca. Upon Customer's payment of the past-due amount, Deca shall thereafter furnish the withheld Goods and Services within a reasonable time, depending on the availability of the Goods, labor, materials, Deca's then current schedule, and all other applicable circumstances.

11. **Cancellation Not Attributable to Deca's Delays.** Customer shall pay Deca's then current cancellation charges if, on notice to Deca, Customer cancels its order for Services or for non-custom-made Goods before Deca places the Goods with a carrier for delivery to Customer or before Deca finishes providing the Services. Customer may cancel orders for custom-made

Goods upon paying Deca=s then current cancellation charge, but only if Deca has not yet begun its performance.

12. **Acceptance and Rejection of Goods.** Customer shall be deemed to have irrevocably accepted Goods, which Deca does not assemble, install, or operate at Customer=s facility, or for which Deca does not supervise the assembly, installation, or operation at Customer=s facility, unless Customer rejects the Goods by a notice to Deca, which reasonably describes the defects, within three days after delivery of the Goods to Customer, or if Deca installs or operates Goods, or for which Deca supervised the installation or operation, unless Customer rejects the Goods on notice to Deca within three days after Deca informs Customer that the installation or operation is complete, whichever is applicable under the Applicable Quotation, absent Deca=s actual knowledge or actual notice to the contrary.

13. **Acceptance and Rejection of Services.** Customer shall be deemed to have irrevocably accepted Deca=s Services unless Customer rejects the Services by a notice to Deca, which reasonably describes the defects, within 24 hours after Deca informs Customer that Deca completed the Services.

14. **Basis and Remedies for Rejection.** Customer may reject Goods and Services only if those Goods or Services do not substantially conform with the Applicable Quotation or with Deca=s warranties provided by this Master Contract. Customer shall have the remedies provided elsewhere by this Master Contract only if Customer timely and properly rejects Goods or Services.

15. **Assembly, Installation, and Operation of the Goods.** If Customer does not engage Deca to assemble, install, or operate the Goods at Customer=s facility, Customer shall be solely responsible to assemble, install, and operate the Goods after delivery, properly and in accordance with Deca=s written instructions, if any.

16. **Returns.** (a) Customer may not return custom-made Goods that substantially conform with the Applicable Quotation. (b) Customer may return Goods that substantially conform with the Applicable Quotation or that Customer otherwise accepted or is deemed to have accepted (AReturned Goods@) within 30 days after delivery, provided that all the following circumstances are present: (i) Within said 30 days Customer requested a return authorization from Deca, (ii) the Returned Goods were not used or installed while at Customer=s facility, and (iii) Customer pays Deca a restocking fee equal to 30 percent of the price for the Returned Goods (the ARestocking Fee@). (c) All shipments of Returned Goods shall be F.O.B. Deca=s facility. Customer shall be solely responsible for: (i) all shipping delays occurring on and after the date and time of the shipment, and (ii) all loss of and damage to the Goods occurring during the shipment. (d) Customer shall pay Deca the full price for the Returned Goods under any of the following circumstances: (i) the Returned Goods are lost during shipment to Deca, (ii) the Returned Goods, when received by Deca, are not in the same condition as when shipped by Deca to Customer, or (iii) Customer had used or installed the Returned Goods. (e) Customer shall pay Deca the Restocking Fee if: (i) Customer does not place the Returned Goods for shipment to Deca within two days after Deca gives Customer the return authorization, or (ii) the return shipment to Deca is delayed for more than seven days after the carrier=s usual shipping time.

17. **Payment.** Except as otherwise provided by the Applicable Quotation, if, as permitted by this Master Contract, Customer does not reject the Goods or Services or return the Goods, Customer shall pay Deca as follows: (a) within 30 days after delivery of the Goods, if Deca did not install or supervise the installation, (b) within 30 days after Deca informs Customer that the Goods are installed, if Deca installed or supervised the installation, and (c) within 30 days after Deca informs Customer that Deca furnished all the Services. If Customer rejects the Goods or the Services as permitted by this Master Contract, Customer shall pay Deca within 30 days after Deca corrects the defects.

18. **Taxes.** Customer shall pay all taxes and similar government charges pertaining to the Goods and the Services, including sales, use, personal property, and excise taxes, but excluding Deca=s income taxes. If Customer is exempt from paying such taxes, Customer must deliver the appropriate exemption certificate to Deca when Customer accepts the Applicable Quotation.

19. **Customer Must Request Services.** Deca shall not be obliged to recommend Services or to warn Customer to purchase Services unless Customer requests a recommendation or warning as indicated by the Applicable Quotation. Customer shall be solely responsible for the consequences if Customer declines to request Services or a recommendation or warning regarding Services.

20. **Welding and Surface Finish Specifications.** If welding or surface finish specifications are specified within the Applicable Quotation, Customer shall be deemed to have accepted those specifications absent notice to Deca to the contrary before Customer accepts the Applicable Contract.

21. **Information and Circumstances Unknown by Deca.** Customer shall be solely responsible for all losses and liabilities arising from, connected, with, or caused by any information, condition, hazard, or circumstance involving or concerning (a) Customer=s other vendors or contractors, (b) employees, facilities, tools, equipment, or business operations of Customer or its other vendors or contractors, or (c) Customer=s inventory or products, of which Deca did not have actual knowledge or actual notice before the Effective Date of the Applicable Contract, even if before the Effective Date Deca should have had such knowledge or notice, or could have had such knowledge or notice by reasonable diligence, and even if Deca has such knowledge or notice after the Effective Date (the AInformation Unknown by Deca@).

22. **Information Furnished By Customer.** The following apply to each and every Transaction: (a) ACustomer Information@ means all the information furnished to Deca by Customer, or by any third party for or on Customer=s behalf, in connection with a Transaction, including: (i) drawings and specifications, and (ii) information regarding: (1) the training, education, knowledge, and skill of employees of Customer or its other vendors or contractors, (2) Customer=s current and intended business operations, (3) Customer=s facility, including changes intended by Customer, and (4) the tools, equipment, inventory, and products at Customer=s facility or that Customer intends to have at Customer=s facility. (b) Customer is required to timely give Deca all the Customer Information pertinent to Deca=s provision of the Goods and the Services. Customer is solely responsible for accuracy, suitability, and completeness of the Customer Information, and Customer is solely responsible if the Customer Information is inaccurate,

unsuitable, untimely, or incomplete. (d) Deca may rely on the Customer Information without determining the accuracy, suitability, timeliness, or completeness thereof.

23. **Deca=s Marketing Materials.** The contents of Deca=s brochures, website, other marketing materials, demonstrations, and samples (one or more of which is ADeca=s Marketing Materials@) do not create any warranty by Deca concerning the Goods or the Services, notwithstanding anything to the contrary in or shown by Deca=s Marketing Materials.

24. **Deca=s General Warranties for Goods.** The following constitute Deca=s general warranties applicable to all sales of Goods: (a) The Goods manufactured by Deca will function in substantial conformity with the Applicable Quotation, with the drawings and specifications furnished by Deca, and with the Customer Information for one year after the date of delivery if Customer installs the Goods or for one year after installation if Deca installs the Goods. (b) Deca will convey merchantable title to the Goods.

25. **Warranty for Non-Manufactured Goods. DECA MAKES NO EXPRESS WARRANTY OR WARRANTY OF MERCHANTABILITY FOR GOODS THAT DECA DOES NOT MANUFACTURE. CUSTOMER=S SOLE WARRANTY FOR THOSE GOODS SHALL BE THE MANUFACTURER=S WARRANTY.**

26. **Warranties for Manufactured Goods. DECA MAKES NO EXPRESS WARRANTY FOR GOODS THAT DECA MANUFACTURES EXCEPT AS PROVIDED BY THE APPLICABLE QUOTATION.**

27. **Implied Warranty of Fitness for a Particular Purpose. DECA DOES NOT MAKE ANY IMPLIED WARRANTY THAT THE GOODS ARE FIT FOR A PARTICULAR PURPOSE UNLESS THE APPLICABLE QUOTATION EXPRESSLY STATES THAT CUSTOMER RELIED ON DECA TO SELECT THOSE GOODS.**

28. **No Implied Warranty of Noninfringement. DECA MAKES NO WARRANTY THAT THE GOODS WILL NOT INFRINGE ON A THIRD PARTY=S PATENT RIGHTS.**

29. **Services Warranty.** The following constitutes Deca=s warranty applicable to all Services. Deca only warrants that Deca=s Services will be reasonably workmanlike, in substantial conformance with the Applicable Quotation, and in substantial conformance with the Customer Information only if the Customer Information is accurate. **DECA MAKES NO WARRANTY THAT DECA=S TRAINING SERVICES WILL ENABLE CUSTOMER=S PERSONNEL TO PROPERLY OPERATE THE GOODS. DECA MAKES NO WARRANTY REGARDING THE RESULTS OF DECA=S SERVICES TO OPERATE OR SUPERVISE THE OPERATION OF THE GOODS IF DECA DID NOT ASSEMBLE THE GOODS AT CUSTOMER=S FACILITY (IF APPLICABLE), IF DECA DID NOT INSTALL THE GOODS, OR IF DECA IS OPERATING CUSTOMER=S EQUIPMENT.**

30. **Conditions to Deca=s Warranties.** (a) Deca=s warranties for Goods and Services require and are subject to and conditioned on the following occurring, to the extent applicable to the Transaction: (i) Labor other than furnished by Deca must be reasonably workmanlike. (ii) Materials, machinery, tools, and supplies other than furnished by Deca must be suitable, in good condition, and properly installed, operated, maintained, repaired, and replaced, (iii) Customer must provide all the items as and when specified by the Applicable Quotation, (iv) there must be no Information Unknown by Deca, (v) the Customer Information must be completely accurate, (vi) Customer must have all the necessary licenses and permits, and (vii) Customer and third parties must provide personnel who are capable of following Deca=s instructions, training, and supervision. (b) If Customer does not abide by the foregoing conditions, Deca may cancel or cease providing the Services, and Customer shall pay Deca its then current cancellation fee and a reasonable part of the price for those Services. (c) The results achieved by the Goods may vary depending on the material for which the Goods are deployed and the conditions under which the Goods are operated.

31. **Customer=s Remedy for Deca=s Breach of its Warranties.** Equipment or Services are ANonconforming@ if they do not conform with, or breach, one or more of Deca=s warranties. As Customer=s exclusive remedy for Nonconforming Equipment or Nonconforming Services, Deca shall replace the Nonconforming Equipment and the Nonconforming Services within a reasonable time and at Deca=s sole expense.

32. **Conditions to Customer=s Remedies for Deca=s Breach of its Warranties.** Customer=s remedies for Deca=s breach of its warranties are subject to and conditioned on the following occurring, to the extent applicable to the Transaction: (a) For Goods, if Customer does not notify Deca of Deca=s warranty breach within five days after delivery if Deca does not install the Goods or within five days after installation by Deca. (b) For Services, if Customer does not notify Deca of Deca=s warranty breach when Deca informs Customer that Deca has finished providing the Services. (c) For Goods and Services, if Customer does not promptly provide Deca with whatever information Deca reasonably requests to investigate the breach, including allowing Deca to inspect and copy Customer=s records and allowing Deca to interview Customer=s employees, vendors, and contractors.

33. **Liability.** For each Transaction and for each Applicable Contract, ADeca=s Liability Limit@ means the greater of the amount Customer paid and still owes Deca for the Applicable Contract or the amount of Deca=s insurance coverage, minus the deductible. Deca=s liability to Customer shall not exceed Deca=s Liability Limit for any of the following: (a) Deca=s breach of the Applicable Contract, including Deca=s failure to replace Nonconforming Equipment or Nonconforming Services, (b) a sudden, dangerous, or calamitous event or occurrence involving or caused by the Goods or the Services, whether or not Nonconforming, (c) Deca=s negligent or intentional acts or omissions with respect to the Applicable Contract, the Goods, or the Services, whether or not Nonconforming, or (d) any loss of or damage to any property, or any injury to any person, including death, involving or caused by the Goods or the Services, whether or not Nonconforming.

34. **Waiver of Damages.** For any breach of an Applicable Contract by Deca, for

Deca=s negligent or intentional acts or omissions, and for anything else that is the subject of Deca=s Liability Limit, Customer waives all claims against Deca for special, consequential, incidental, and punitive damages, and damages for lost profits and lost goodwill, whether direct or indirect, even if Deca was advised of or otherwise has knowledge, notice, or belief of the possibility of such damages. Customer also waives all claims against Deca of which Customer does not notify Deca within five days after Customer knows or should have known of the event, occurrence, act, or omission for or under which Customer=s claim first arose, whether or not in connection with a Applicable Contract.

35. **Customer Cancellation.** Customer shall pay Deca the Cancellation Fee specified by the Applicable Quotation if Deca terminates Services as provided above or if Customer cancels or terminates cancels the Services before Deca finishes providing the Services.

36. **Customer Indemnity.** Customer shall reimburse Deca, Customer shall defend, indemnify, hold harmless Deca and Deca=s shareholders, directors, officers, employees, agents, vendors, suppliers, or contractors (one or more of whom are the ADeca Indemnified Parties@), Customer releases and waives all claims against Deca and the Deca Indemnified Parties, and Customer shall not sue or seek contribution from Deca or any of the Deca Indemnified Parties, for any of the following: any and all occurrences, claims, damages, and liabilities, of every type and nature whatsoever, including delays, cancellations, lost profits and other losses, costs, expenses, fines, penalties, lawsuits, judgements and other proceedings, loss of or damage to any property, and injury to any person, including death, wholly or partially: (a) caused by any property owned or leased by Customer, including Customer=s Equipment, but excluding the Goods, (b) caused by any employee, agent, other contractor of Customer, or any third party, or (c) due to or arising from Information Unknown by Deca or any Customer Information. Customer shall also, immediately upon Deca=s demand, reimburse Deca for all costs and expenses that Deca incurs in connection with the foregoing, including the fees of Deca=s attorneys and contractors, the wages and salaries of Deca=s employees, and expenses for travel, meals, and lodging.

37. **Product Changes.** Deca may at its sole discretion change the pattern, design, and materials of non-custom Goods, which Deca advertised or previously sold to Customer, without notifying Customer when or after Customer orders those Goods or accepts the Applicable Quotation for those Goods, provided the Goods still substantially conform with the Applicable Quotation and the Customer Information.

38. **Reuse of Specifications and Drawings.** Deca may utilize Customer Information, specifications furnished by Deca, and the contents of drawings furnished, modified, or reviewed by Deca for any purpose that Deca desires, except as otherwise provided by the Applicable Quotation or a non-disclosure agreement or similar agreement signed by Deca.

39. **Assignment.** Deca may assign to any third party Deca=s rights and obligations under any Applicable Contract. Customer may not assign its rights or its obligations under any Applicable Contract.

40. **Notice.** Notices given under or concerning an Applicable Contract or a Transaction shall not cause any time period under the Applicable Contract to commence, shall not be binding

on the recipient, and shall not require any action by or response from the recipient unless in writing and delivered by commercial courier; fax; email, or registered or certified mail, return receipt requested, to the parties as specified by the Applicable Quotation or to such other address or fax number as from time to time directed in a notice by a party to the other party. Delivery shall be deemed to have occurred at the date and time of actual receipt or at the date and time at which a party refuses to accept the delivery, whichever applies. If a party has moved without delivering notice of its new address or fax number to the other party, delivery shall be effective at the date and time of refusal or attempted delivery. The dates and times of delivery, attempted delivery, or refused delivery shall be as shown by the records of the courier, the sender's fax transmittal, or the United States Post Office, as applicable. Delivery shall not be deemed to have been made or refused if a recipient party's fax or email is inoperable.

41. **No Third Party Beneficiaries.** Each Applicable Contract is solely for the benefit of Deca and Customer. There are no third party beneficiaries of any Applicable Contract except as otherwise provided by this Master Contract with respect to the Deca Indemnified Parties.

42. **Force Majeure.** Deca's time to perform, if delayed due to equipment malfunction, vendors' delays, or employee absence, whether or not attributable to Deca, and anything else not caused by Deca and beyond Deca's control, shall be reasonably extended, but at least by a time period equal to the duration of the circumstance causing the delay.

43. **Enforcement.** Each Transaction, each Applicable Contract, and all disputes concerning a Transaction or an Applicable Contract shall be governed by the laws of the State of Illinois, United States of America, without utilizing conflict of law principles that would result in applying the law of any other state or nation. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Transaction or to the interpretation or enforcement of an Applicable Contract. The parties, in all disputes between them, consent and submit to the exclusive jurisdiction and the exclusive venue of the state courts located in Will County or DuPage County, State of Illinois, and the exclusive jurisdiction and the exclusive venue of the federal courts located in Cook County, State of Illinois, and the parties waive all claims that such jurisdiction and venue is improper or inconvenient. In all lawsuits to enforce or interpret an Applicable Contract, the parties waive all rights to a jury trial, and if Deca is the prevailing party Deca shall recover, from Customer, Deca's costs and expenses, including the fees of Deca's attorneys, experts, and consultants. Deca shall not be required to post a bond or other security to obtain an injunction or restraining order to enforce any provision of an Applicable Contract. All unpaid past due amounts that Customer owes Deca shall earn simple interest at the rate of 18 percent per year or the highest lawful rate, whichever is less. Notwithstanding the foregoing jurisdiction and venue restrictions, the party in whose favor a judgment with respect to an Applicable Contract is entered may enforce that judgment in any jurisdiction and in any venue.

44. **Severability and Modification.** If a court, following the conclusion of all appeals, if any, determines that a provision of an Applicable Contract, including any provision of this Master Contract, is void or unenforceable, the balance of that Applicable Contract shall nevertheless remain enforceable, such invalidity shall not affect any other provision of that Applicable Contract which can be given effect without the invalid provision, and to that end, the parties intend that the provisions of each Applicable Contract are and shall be severable. Following

the conclusion of all appeals, if any, the parties shall, if and to the extent possible, modify the void or unenforceable provision, retroactive to the Effective Date and consistent with the final court order so that the provision becomes valid and enforceable while remaining as similar as possible to the original. Otherwise, an Applicable Contract shall not be modified or rescinded except by a writing signed or acknowledged by both parties. The conduct of a party or any third party acting for or on behalf of a party contrary to an Applicable Contract shall not thereby modify that Applicable Contract. Deca's failure or forbearance to require Customer's compliance with an Applicable Contract, whether or not occurring on multiple occasions, shall not thereby modify that Applicable Contract, shall not excuse Customer's future compliance, and shall apply only to the specific instances of Deca's failure or forbearance.

45. **Interpretation.** The parties intend that the interpretation of each Applicable Contract, including this Master Contract, shall be derived only from the provisions thereof, without resort to course of dealing, usage of trade, course of performance, or any other extrinsic evidence, and shall not be construed in favor of or against either party. Whenever appropriate under the circumstances, within an Applicable Contract, including this Master Contract and including any definition: (a) the plural of any word shall mean the singular; (b) the singular of any word shall mean the plural; (c) Aand@ shall mean Aor@; (d) Aor@ shall mean Aand@; (e) Aany@ or Aeach@ shall mean one, more than one, or all; (f) Aall@ shall mean any, one, or more than one; (g) words referring to persons or entities shall include associations, cooperatives, corporations, firms, general and limited partnerships, limited liability companies, natural persons, public agencies, sole proprietors, trusts, and all other entities and enterprises; (h) the words "include," "including," and similar words shall be construed as if followed by the phrase "without limitation" or a similar phrase. (i) Aparties@ means Deca and Customer, a Aparty@ means Deca or Customer, and a Athird party@ or Athird parties@ means one or more persons or entities other than Deca and Customer.

46. **Reliance.** When entering into an Applicable Contract: (a) neither party shall rely on any oral or written statement, representation, warranty, or promise that is not expressly set forth or referred to within that Applicable Contract, within any document that is not attached to or expressly referred to by that Applicable Contract, or is not part of the Customer Information, and (b) in particular, Customer shall not rely on the contents of Deca's Marketing Materials. The parties release and waive all claims, and shall not sue each other, for fraud-in-the-inducement or otherwise with respect to any statement, representation, warranty, promise, or document concerning an Applicable Contract on which the parties have hereby agreed to refrain from relying.

47. **No Additional Obligations.** Nothing within an Applicable Contract is or will be intended by the parties to impose or create, by implication or otherwise, any requirement, duty, or obligation on any party, of any kind or nature whatsoever, that is not expressly set forth or referred to within that Applicable Contract.

48. **Waiver of Contrary Claims.** For each Transaction, the parties waive all claims contrary to the provisions of the Applicable Contract.

49. **Headings.** The section headings in this Master Contract are included solely for convenience and are not intended to affect the interpretation of this Master Contract or any Applicable Quotation or to have any substantive meaning.

50. **Counterparts.** The parties may sign or acknowledge multiple copies of any part of an Applicable Quotation, which they may deliver to each other by any method, including fax or email, and each shall constitute an original if the pages containing the signatures or acknowledgments of both parties are attached thereto.

51. **Independent Advice, Opportunity to Read, No Duress.** Customer acknowledges that Customer had the opportunity to consult with Customer=s own attorneys, other advisors, and consultants, concerning this Master Contract, each Applicable Quotation, and each Transaction as fully as Customer desired and as fully as Customer deemed necessary before accepting the Applicable Quotation. Customer represents and warrant to Deca as follows: (a) Customer had an opportunity to read this Master Contract and the Applicable Quotation as carefully as Customer desired before Customer accepted the Applicable Quotation, (b) Customer understood the contents of this Master Contract and the Applicable Quotation before Customer accepted the Applicable Quotation, and (c) Customer consented to this Master Contract and the Applicable Quotation of Customer=s own free will and without duress.

52. **Authority; Binding Contract.** The individual consenting to an Applicable Contract for Customer: (a) represents and warrants to Deca that such individual is authorized to give Customer=s consent and that Customer=s consent does not breach any other agreement to which Customer is bound, and (b) acknowledges that Deca will perform the Applicable Contract in reliance on such individual=s foregoing representations and warranties. Each individual consenting to an Applicable Contract for Customer is personally bound by the provisions of this Master Contract and the Applicable Quotation to the extent that Customer repudiates this Master Contract or the Applicable Quotation, including Customer=s claim that, for a particular Transaction, the Applicable Contract does not exclusively contain all the terms and conditions.